

EXHIBIT B

**Notice of Breach and Default and of Election
to Cause Sell of Real Property under Deed of
Trust
(Recorded September 7, 2022)**

EXHIBIT B

Inst #: 20220907-0002398
Fees: \$292.00
09/07/2022 03:27:19 PM
Receipt #: 5101866
Requestor:
Old Republic Servicing So
Recorded By: DROY Pgs: 9
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

WHEN RECORDED MAIL TO:
Prestige Default Services, LLC
1920 Old Tustin Ave.
Santa Ana, California 92705

APN: 178-06-110-011
TS No.: 21-5404

The undersigned hereby affirms that there is no Social Security number contained in this document.

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE
SELL OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: PRESTIGE DEFAULT SERVICES, LLC is the duly appointed Trustee under a Deed of Trust dated 12/16/2004, executed by TRACY R MITCHUSSON TRUSTEE OF THE TRACY R. MITCHUSSON TRUST DATED NOVEMBER 24,1999, as trustor in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., SOLELY AS NOMINEE FOR COUNTRYWIDE HOME LOANS INC., ITS SUCCESSORS AND ASSIGNS., recorded 12/22/2004, under instrument no. 20041222-0003360, of Official Records in the office of the County recorder of Clark, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$517,800.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

The installment of principal and interest and escrow amounts, if applicable, which became due on 8/1/2010, and all subsequent installments of principal and interest and escrow amounts through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premium, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect the preserve its security, all of which must be paid as a condition of reinstatement including all sums that shall accrue through reinstatement or payoff.

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the Payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

T.S. No.: 21-5404

You may have a right to participate in the State of Nevada Foreclosure Mediation Program under NRS 107.086 if the time to request mediation has not expired.

Property Address: **3520 FIVE PENNIES LN**
 LAS VEGAS Nevada 89120

LOT TWELVE (12) IN BLOCK ONE (1) OF CUSTOM ESTATE EAST AS SHOWN BY MAP THEREOF ON FILE IN BOOK 49 OF PLATS, PAGE 75, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

Shellpoint Mortgage Servicing
C/O Prestige Default Services, LLC
1920 Old Tustin Ave.
Santa Ana, California 92705
Phone: 949-427-2010

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:
Shellpoint Mortgage Servicing
Phone: 800-365-7107

T.S. No.: 21-5404

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Nevada Legal Services, Inc., 877-693-2163, <http://www.nlslaw.net>; and Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snvrha.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

PRESTIGE DEFAULT SERVICES, LLC MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Dated: 9-6-22

PRESTIGE DEFAULT SERVICES, LLC

By: 

Briana Young, Trustee Sale Officer

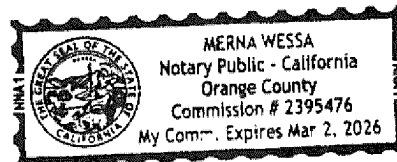
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }ss
County of Orange }

On 9/6/2022 before me, Merna Wessa Notary Public, personally appeared **Briana Young** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certified under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



**DECLARATION OF MORTGAGE SERVICER
(NRS 107.510 (6))**

- **Borrower:** TRACY R MITCHUSSON
- **Property:** 3520 FIVE PENNIES LN
LAS VEGAS Nevada 89120
- **Loan No:** *****093
- **TS No:** 21-5404

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1. ☒ The mortgage servicer has contacted the borrower to assess the borrower's financial situation, provided the toll free number to enable the borrower to find a housing counselor certified by HUD, and explore options for the borrower to avoid foreclosure as required by NRS 107.510(2). Thirty (30) days, or more, have passed since the initial contact was made.
2. ☐ The mortgage servicer has exercised due diligence to contact the borrower as required by NSR 107.510(5), but has not made contact despite such due diligence. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required because:
 - a. ☐ The mortgage servicer is exempt from the Nevada pre-foreclosure due diligence requirements set for in or pursuant to NRS 107.460
 - b. ☐ The requirements do not apply as the individual(s) identified above do/does not meet the definition of a "borrower" set for in NRS 107.410
 - c. ☐ The requirements NRS 107.450 do not apply as the loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined by 107.450), OR, if the loan is a "residential mortgage loan", it is NOT the most senior "residential mortgage loan" encumbering the above-referenced property.
 - d. ☐ The requirements of 107.510 do not apply as the default event in which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.
4. In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default and Demand to Sell to be recorded.

I certify that this declaration is accurate, completed and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclosure, including the borrower's loan status and loan information.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated: 9-21-2021

NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A
Shellpoint Mortgage Servicing as servicer for THE BANK OF
NEW YORK MELLON FKA THE BANK OF NEW YORK AS
TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC.
ALTERNATIVE LOAN TRUST 2005-J1 MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2005-J1

By: 

Print Name: Alfonso Ramirez

Its: Loss Mitigation Specialist

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Record Title Holder: TRACY R MITCHUSSON Or Borrower(s): TRACY R MITCHUSSON	Trustee Address: 1920 Old Tustin Ave. Santa Ana, California 92705
Property Address: 3520 FIVE PENNIES LN LAS VEGAS Nevada 89120	Deed of Trust Document Instrument Number 20041222-0003360
TS #: 21-5404	APN: 178-06-110-011

STATE OF SC)
) ss:
 COUNTY OF Greenville)

The affiant, Lora Mikell, based on personal knowledge, and following a review of public records in the State of Nevada and a review of business records kept in the ordinary course of business, and under penalty of perjury attests as follows:

- (1) I am an authorized representative of Shellpoint Mortgage Servicing . I am duly authorized to make this Affidavit for NEW BEZ LLC in its capacity as the current beneficiary of the subject deed of trust, described in the Notice of Default to which this Affidavit is attached.
- (2) I have personal knowledge required to execute this Affidavit as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.
- (3) I have personal knowledge of Shellpoint Mortgage Servicing 's policies and procedures for creating and maintaining business records. The records are made at or near the time of the occurrence of the event set forth therein, by a person with knowledge of the information contained in the record, or from information transmitted from a person with knowledge of the information described in the record. The records are kept in the ordinary course of Shellpoint Mortgage Servicing 's business activities, and it is the regular practice of Shellpoint Mortgage Servicing to make and rely upon such records.

I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records, and I have personally reviewed the business records relied upon to compile this Affidavit. The information in this Affidavit is based solely upon my review of those Business Records, and official public records in the State of Nevada.

PRESTIGE DEFAULT SERVICES, LLC	1920 Old Tustin Ave. Santa Ana, California 92705
Full Name	Street, City, State, Zip

1. The full name and business address of the current holder of the note secured by the Deed of Trust is:

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-J1 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-J1		55 Beattie Place, Suite 100 Greenville, South Carolina 29601-2743
Full Name		Street, City, State, Zip

2. The full name and business address of the current beneficiary of record of the Deed of Trust is:

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-J1 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-J1		55 Beattie Place, Suite 100 Greenville, South Carolina 29601-2743
Full Name		Street, City, State, Zip

3. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Shellpoint Mortgage Servicing		55 Beattie Place, Suite 100 Greenville, South Carolina 29601-2743
Full Name		Street, City, State, Zip

4. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the beneficiary, its successor in interest, or the trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt (2) a non-holder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued under NRS § 104.3309.
5. The beneficiary, its successor in interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement containing the following information: (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or the debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; and (VI)

contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or borrower of the obligation or debt may call to receive the most current amounts due and the recitation of the information contained in this Affidavit.

6. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: **800-365-7107**
7. Pursuant to my personal review of the business records of the beneficiary, the successor in interest of the beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and/or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date or Dated Date	Recording Number	Name of Assignee (From/To)
Recorded 4/27/2011	20110427-0004475	From: Mortgage Electronic Registration Systems, Inc. To: BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP
Recorded 3/31/2014	20140331- 0001582	From: Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, fka Countrywide Home Loans Servicing, LP To: The Bank of New York Mellon fka The Bank of New York as Trustee for the Certificateholders CWALT, Inc. Alternative Loan Trust 2005-J1, Mortgage Passthrough Certificates, Series 2005-J1

8. The beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust has instructed or hereby instructs the trustee to exercise the power of sale with respect to the subject real property.

Dated this 29 day of Sept, 2021.

Signed By: Lora Mikell

Print Name: Lora Mikell

STATE OF SC)
COUNTY OF Greenville) ss:

On this 29 day of Sept, 2021, personally appeared before me, a Notary Public, in and for said County and State, Lora Mikell, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Teresa H. Hubner

NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

